

## Exhibit A to Maxus Lease Schedule 1425-002



## PURCHASE ORDER

The purchase order number must appear on all delivery slips and invoices.

Purchase Order No.: 313586  
Order Revision No.: 0Supplier No.: 10105554 Vendor: Supreme Manufacturing, Inc.  
327 Billy Boyd Road  
Stoneboro PA 16153  
Tax ID: 25-1646108Ship To: United Rock Products  
1245 E. Arrow Highway  
Irwindale CA 91706

Order Date	Order Type	Carrier	Freight Terms	Payment Terms
10/2/2014	OC			Due Upon Receipt

If there are any questions concerning this purchase order, please contact:

Name: Michael E Hill  
Phone: (714) 576-9800

Currency: USD Page: 1 of 3

Line No	Promise Delivery	Quantity	UoM	Item No.	Description	Unit Cost	Extended Cost
1	10/2/2014	1.00	EA	1	CIP Equipment	8,166,700.00	8,166,700.00

This Supersedes all prior versions of this Purchase Order

## Scope of Supply:

Sully-Miller Contracting Company doing business as United Rock Products (hereinafter known as "Buyer") agrees to purchase the CIP Equipment that shall be furnished by Supreme Manufacturing, Inc. (hereinafter known as "Seller" or "Supplier") as per the Supreme Manufacturing 16 Yard Twin Dredge Quotation dated November 4, 2014, pages 2-9 only, attached hereto as Exhibit A, except as specifically modified herein. It is acknowledged and agreed that Exhibit A is included for informational purposes only to provide a general description of the CIP Equipment and the related scope of work for fabrication, delivery, assembly, start-up and training of the CIP Equipment, and that all equipment, parts, services and labor necessary for the CIP Equipment to operate for its intended purpose is included, whether or not specifically called out in Exhibit A. The Seller shall arrange and pay for the shipping of the CIP Equipment to United Rock Products Job Site Location (hereinafter known as "Buyer's Location") within two miles of 2600 Avenida Barbosa, Irwindale, CA 91706 and the complete assembly of the CIP Equipment. Seller shall also provide two (2) weeks of on-site training by an experienced dredge operator reasonably acceptable to Buyer. Seller shall have no obligation to provide additional training to Buyer personnel if said employees are absent from work at any time during such training period.

## Payment Terms:

10% (of the Purchase Price) Down Payment shall be due and payable by Buyer to Seller immediately upon (a) Buyer's termination of the Purchase Order, or (b) if the Purchase Order is not so terminated, upon Seller's delivery of all Seller supplied Dredge Components and equipment at Buyer's location. This 10% Down Payment will be guaranteed by an irrevocable standby letter of credit in form and substance acceptable to Buyer.

75% Upon Seller's delivery of all Seller supplied Dredge Components & equipment at Buyer's Location, 15% within thirty (30) days after Buyer determines, in good faith, that the CIP Equipment has been completely assembled and is operating properly for its intended purpose and that Seller has provided Buyer with the two week training period described above. Said thirty (30) day period shall not be tolled if Buyer fails to timely supply Seller with Buyer supplied features and components for incorporation by Seller into the CIP Equipment.

Buyer may conduct inspections, at mutually convenient times but at least once every (60) Days from the date of this Order, of the status of the work. Prior to conducting any such inspection, Buyer shall provide Seller with evidence that such inspectors are covered by workers compensation insurance. In addition, such inspectors shall comply with all of Seller's safety and security procedures. Seller shall promptly and timely cure any discrepancies noted in Buyer's inspection.

Sales Tax:		0.00
Total:		8,166,700.00
Mail Invoices to: United Rock Products 1245 E. Arrow Highway Irwindale CA 91706		
Supplier Signature:		<i>Michael E Hill</i> 3/18/15
Buyer Signature:		<i>[Signature]</i>
THE SUPPLIER SIGNATORY ABOVE HAS THE AUTHORITY AND KNOWLEDGE TO BIND THE SUPPLIER TO THE CONTRACT AND AGREES TO THE TERMS & CONDITIONS. SUPPLIER AGREES TO CONFORM WITH TERMS STATED IN TERMS & CONDITION ATTACHMENT.		

DEFENDANT'S  
EXHIBIT

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## Exhibit A to Maxus Lease Schedule 1425-002



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Order Revision No.: 0Supplier No.: 10165554  
Tax ID: 25-1646108Vendor: Supreme Manufacturing, Inc.  
327 Bitty Boyd Road  
Stoneboro PA 18153Ship To: United Rock Products  
1245 E. Arrow Highway  
Irwindale CA 91706

Order Date	Order Type	Carrier	Freight Terms	Payment Terms
10/2/2014	OC			Due Upon Receipt

If there are any questions concerning this purchase order, please contact:

Name: Michael E Hill  
Phone: (714) 578-9600Currency: USD  
Page: 2 of 3

Line No	Promise Delivery	Quantity	UoM	Item No.	Description	Unit Cost	Extended Cost
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**Timing:**  
The CIP Equipment shall be fully delivered, assembled and in full satisfactory operation, for its intended purpose as determined in good faith by Buyer ("Final Delivery") within one year of February 27, 2015 (the "Due Date"). As an incentive for early completion, the Buyer shall pay the Seller a bonus of \$4,200 per day prior to the Due Date that the Seller achieves Final Delivery, not to exceed \$250,000.00. In addition, the Seller has been informed by Buyer that the CIP Equipment is vital to the commercial operations of the Buyer, and that any failure to achieve Final Delivery by the Due Date will result in economic harm to the Buyer. As such, the Seller shall be liable to the Buyer in the amount of \$4,200 ("Liquidated Damages") for each day after the Due Date that the Seller fails to achieve Final Delivery, not to exceed \$250,000.00. The Seller acknowledges that the actual damages which the Buyer may incur for a failure of Seller to achieve Final Delivery by the Due Date are difficult to estimate, and that these Liquidated Damages are a reasonable approximation of the damages which the Buyer expects to incur.

**Buyer's Obligations**  
Buyer shall in good faith comply with its delivery obligations with respect to any items identified to be supplied "by Customer" in the attached Exhibit A, in order for Seller to have an opportunity to achieve its bonus as set forth above. If the Seller is in compliance with the terms of this Purchase Order and the Buyer terminates the Order, the Buyer will be obligated to pay the Seller the portion of the Purchase Price earned, based on last occurred Milestone Date as defined in Exhibit B, plus costs incurred since such Milestone Date. To the extent the foregoing sentence conflicts with General Terms and Conditions No. 3 (Termination), the foregoing sentence shall control.  
-The Buyer will supply sufficient evidence that funds are available in the form of a standby letter of credit and a documentary letter of credit based on the payment terms, which are acceptable to Seller.

Mail Invoices to:		Sales Tax:	0.00
United Rock Products 1245 E. Arrow Highway Irwindale CA 91706		Total:	8,166,700.00
Supplier Signature: <i>Michael E Hill</i>		3/18/15	
Buyer Signature: <i>[Signature]</i>			
THE SUPPLIER SIGNATORY ABOVE HAS THE AUTHORITY AND KNOWLEDGE TO BIND THE SUPPLIER TO THE CONTRACT AND AGREES TO THE TERMS & CONDITIONS. SUPPLIER AGREES TO CONFORM WITH TERMS STATED IN TERMS & CONDITION ATTACHMENT.			

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PHOTO, DETAILS OF ACKNOWLEDGEMENT OF GENERAL TERMS & CONDITIONS